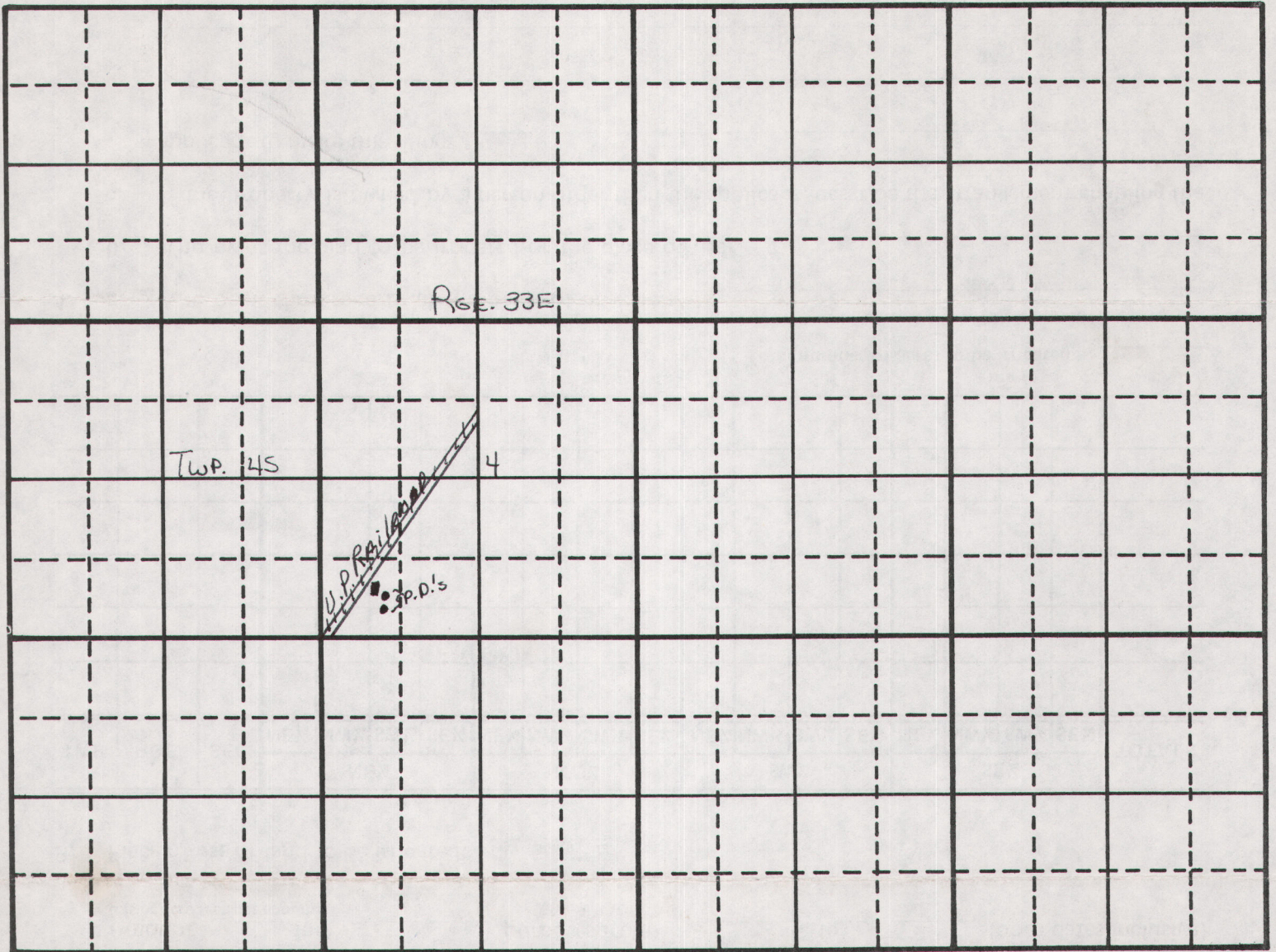


Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile.

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at Pingree, this 14 day of November, 19 79.

Jerry Oneal
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by js Fee = \$20.00

Received by ng Date 11/26/79

Publication prepared by _____ Date _____

Published in N/A

Publication dates N/A

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, C. STEPHEN ALLRED, Director of the Department of Water Resources hereby

APPROVE the above application for amendment for Permit No. 35-7220.

Witness my hand this 30 day of November, 19 79

Stephen Allred
Director

RECEIVED RECEIVED

MAY 15 1972

MAY 12 1972

Department of Water Administration

Department of Water Administration
Eastern District Office

AFFIDAVIT of PUBLICATION

County of Bingham

State of Idaho

) ss.

I, **Drury R. Brown** do solemnly

swear that I am the publisher of The Blackfoot News which is a daily newspaper of general circulation published each day except Sunday at Blackfoot, Bingham County, Idaho, said newspaper having been so published at Blackfoot, aforesaid for more than one year past; that said newspaper heretofore complied with all the provisions of Chapter 154 of the Sessions Laws of Idaho of 1933, approved March 11, 1933, and duly designated, pursuant to law, a particular day of the week as the day on which legal notices required by law or by the order of any Court of competent jurisdiction within the State of Idaho shall be published to-wit: Friday of each week; that the notice attached hereto and which is a part of this affidavit and part of the proof of publication was, published in said

Friday issue of said newspaper 2..... consecutive weeks, the first publication having been made on the 27th day of April, 1972...

and the last publication having been made on the 4th day of May, 1972...; that said notice was published in the regular and entire issue of every number of the paper as aforesaid during the period and time of publication, and that notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me this 4th day of May, 1972

Roger Dayton
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho
My commission expires
Nov. 10, 1972

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Carl Williams, 1280 South Meridian, Blackfoot, Idaho, has on April 5, 1972, submitted Application No. 35-7220 for a permit to appropriate 0.29 cubic feet per second of water from a ground-water source by means of well and pump within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 4S, R. 33E, B.M., Bingham County; to be used from Jan. 1 to Dec. 31 for domestic purposes for one family, and from Apr. 1 to Nov. 1 for the irrigation of 13 acres within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 4S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of this permit must be filed with the Idaho Department of Water Administration, 240 South Holmes, Idaho Falls, Idaho, 83401, on or before May 8, 1972.

R. KEITH HIGGINSON
Director

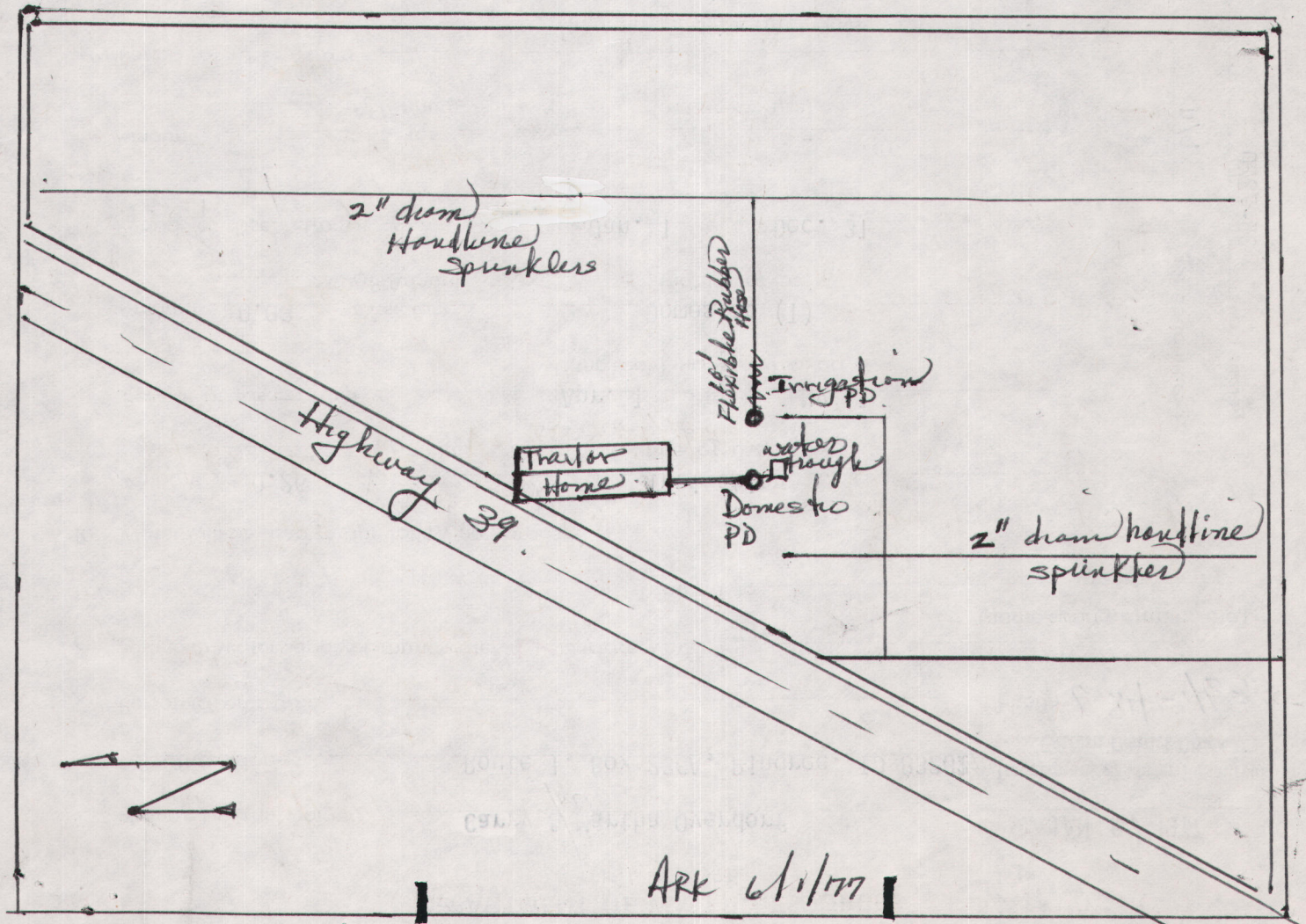
(3048)
Pub.: 4-27, 5-4

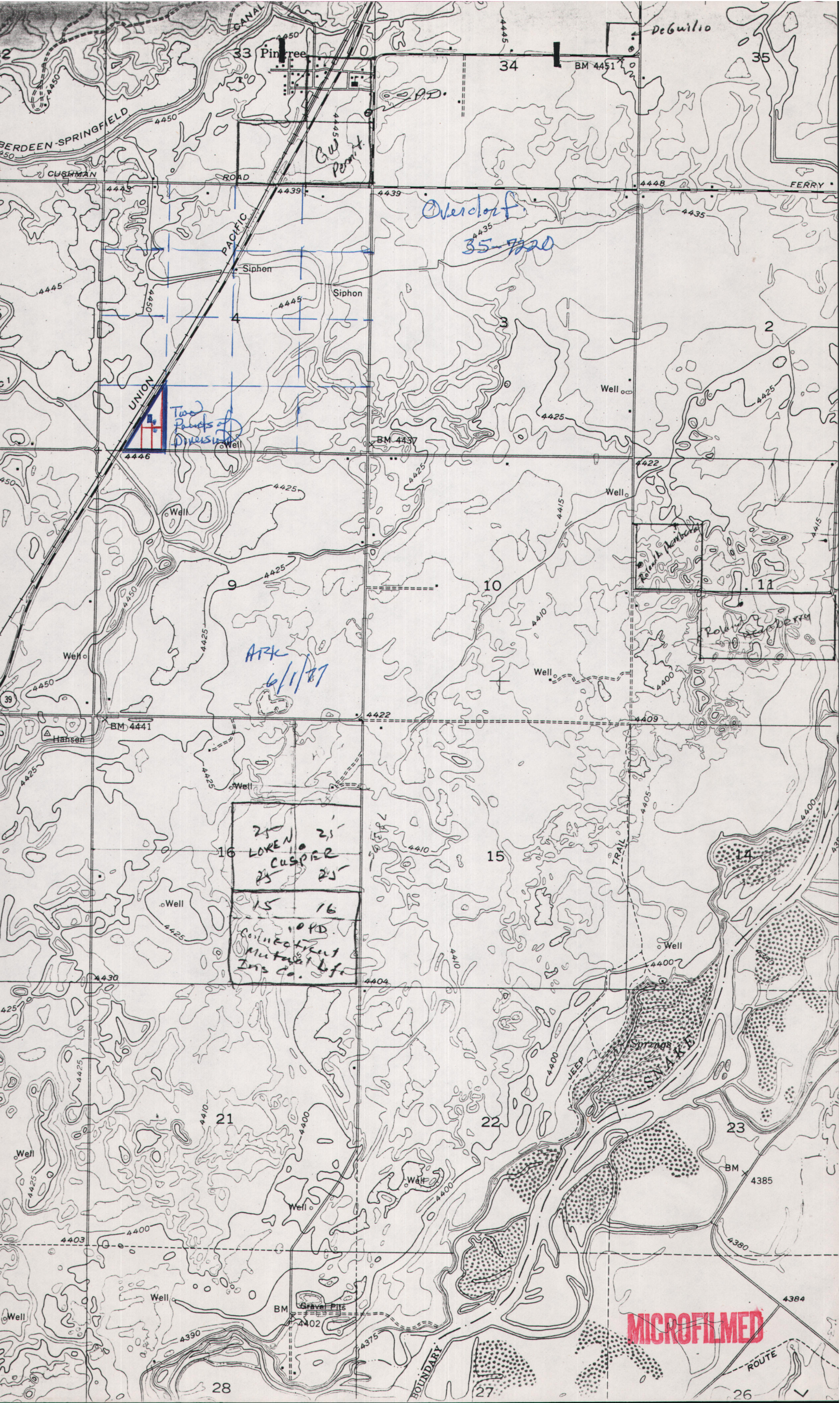
35 7220

T
4
S



Diagram of System







EARNEST MONEY AGREEMENT

Form No. RE-21

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF:

Blackfoot

IDAHO,

May

17

1975

JERRY OVERDORF and MARTHA OVERDORF, husband and wife

herein called "Buyer," the sum of TWO HUNDRED AND NO/100 (\$200.00) Dollars
in the form of cash paid to the broker as earnest money and in part payment of the purchase price for the following property
situate in Bingham County, Idaho. That portion of Lot 15 of Liberty Acres Plat, according to the
Plat recorded in Book 3 of Plats, Page 66, lying S. and E. of the right-of-way of the State High-
way, situated in the SW 1/4 of Section 4, T. 4 S., R. 33 E. B.M., EXCEPT road right-of-way along
the S. 25 feet thereof. (If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection, on the terms and conditions herein
provided for; and agrees to give the seller 5 days, from this date, to accept said terms and conditions during which time this offer shall not
be revokable.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered
free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods,
attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irriga-
tion fixtures and equipment, all water and water rights, ditches, and ditch rights appurtenant thereto, and subject to the assessments therein, trees,
plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

65 foot by 12 foot Marlette mobile home, case tractor, disc, hay chopper, grain drill, hog feeders
and miscellaneous farm equipment presently located on said property except camp trailer, deep
The total purchase price is: freeze, and an old 1936 truck.

TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) Dollars
and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

\$24,000.00 in cash on or before June 13th, 1975 and the remaining sum of \$1,000.00 together with
interest thereon at 9% per annum from June 13th, 1975 to be evidenced by a promissory note and
secured by a second deed of trust which shall be due December 13th, 1975. The 1975 taxes to be
paid by the buyers and the sellers shall be reimbursed for the cost of seed for planting the
grain.

Department of Water Resources

(Description continued) Together with all water rights and pump and sprinkling equipment
appurtenant thereto.

(If more space is needed, continue on reverse side.)
Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon accep-
tance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a prelimi-
nary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to
a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title
is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to
so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way
be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the
time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially
damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in
federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and
rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such
financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay
any excess thereof.

All taxes, rents, insurance premiums and interest shall be prorated as of possession date, which shall be on or before

June 13

1975 and as above specified.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to
the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments
made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy avail-
able under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable
attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of
the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: Jerry Overdorf BUYER: Jerry Overdorf 765 BONANZA
By: Marta Overdorf BUYER: Marta Overdorf Bozeman, Idaho
(Address) 3201
Phone: 3201

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker's commission

the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that one-
half thereof shall be retained by the broker, provided the amount to the broker does not exceed the agreed upon commission due, and the
balance shall be paid to the undersigned Seller.

Dated May 17, 1975

SELLER: Carl Williams

STATE OF IDAHO, COUNTY OF Bingham ss. SELLER: Maleta Williams

On this 28 day of May, 1975, before me, a Notary Public in and for said

State, personally appeared CARL WILLIAMS and MALETA WILLIAMS, husband and wife,

known to me to be the person
whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 35-7220 Priority April 5, 1972 Amount 0.29 cfs

THIS IS TO CERTIFY, that JERRY &/or MARTHA OVERDORF
of Pingree, Idaho, has complied with the terms and conditions of Permit
No. 35-7220 issued pursuant to Application for Permit dated April 5, 1972,
and has submitted proof to the Department of Water Resources on January 24, 1977,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.36 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>November 1</u>	at <u>0.26</u> cfs and	<u>45.5</u> acre feet
Domestic	from <u>January 1</u> to <u>December 31</u>	at <u>0.03</u> cfs and	<u>1.2</u> acre feet
	from _____ to _____	at _____ cfs and	_____
(both dates inclusive)			

Subject, however, to the condition that no more than 0.29 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
46.7 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ (2 pts.) Sec. 4,
Twp. 4S, Rge. 33E, B.M. in the County of Bingham

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4S	33E	4											X (Domestic)						13

Total number of acres irrigated 13

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30 day of
November, 19 79.

Director

MICHAEL MED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APPLICATION FOR AMENDMENT OF A PERMIT

OCT 29 1979

Department of Water Resources

To change the point of diversion and/or the place of use

RECEIVED

Comes now JERRY &/or MARTHA OVERDORF NOV 21 1979

of (address) Route #1, Box 236A, Pingree, ID 83262, and represents to the Department of Water Resources

Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 35-7220, and requests that the permit and permit map be changed as follows:

(2 points)
1. Point of diversion: SW 1/4 SW 1/4, Section 4, Township 4S, Range 33E, B.M.,
County of Bingham. Other points of diversion:

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

NO CHANGE

Amount for purposes from to (both dates inclusive)
(cfs or acre feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated: NO CHANGE

TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total number of acres to be irrigated =

4. a. Who owns the property at the point of diversion?

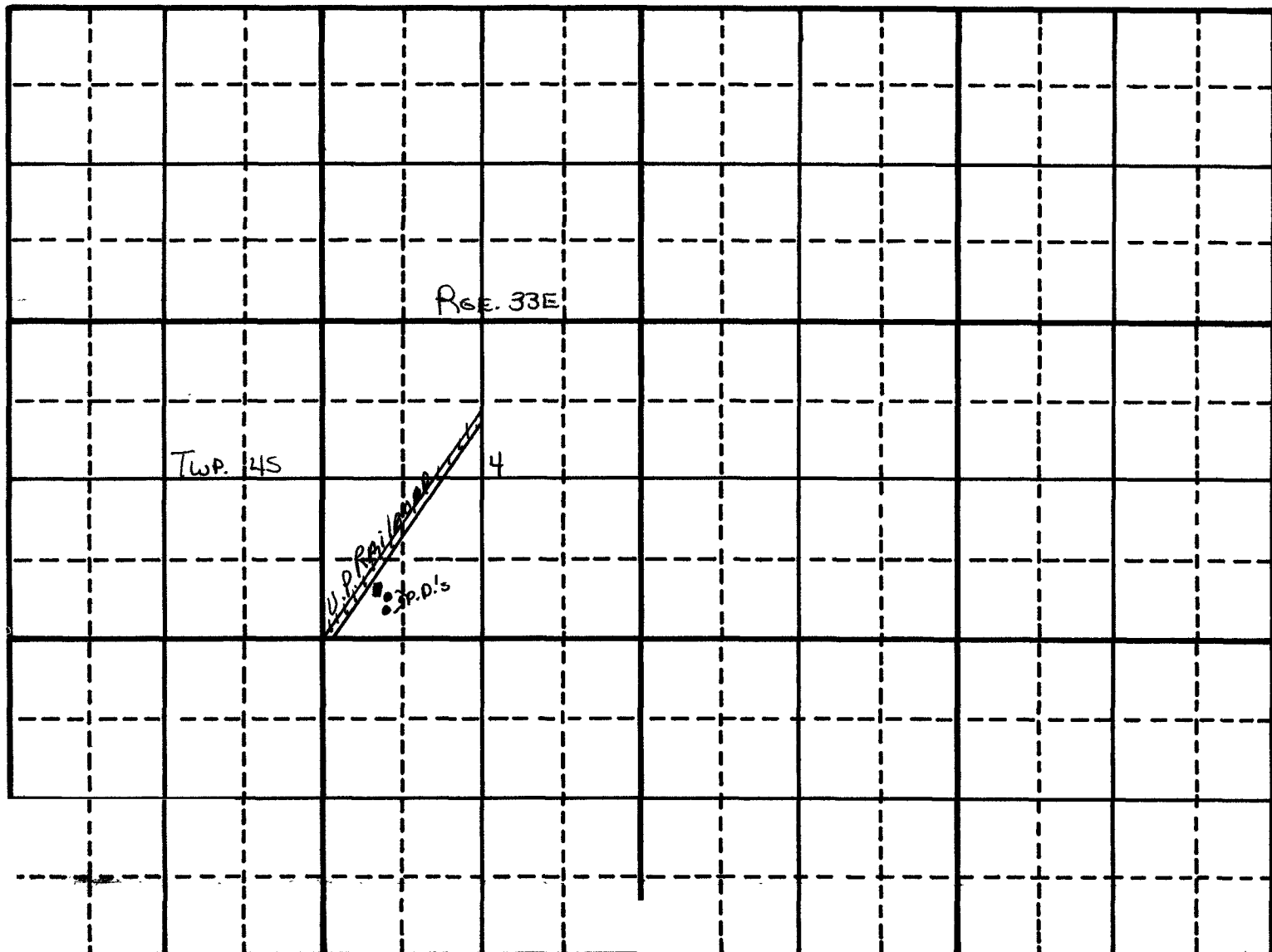
b. Who owns the land to be irrigated or the place of use?

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

MICROFILMED

Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile.

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at Pingree, this 14 day of November, 19 79.

Jerry Oneal
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by JG Fee = \$20.00

Received by ng Date 11/26/79

Publication prepared by _____ Date _____

Published in N/A

Publication dates N/A

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, C. STEPHEN ALLRED, Director of the Department of Water Resources hereby

APPROVE the above application for amendment for Permit No. 35-7220.

Witness my hand this 30 day of November, 19 79

Stephen Allred
Director

DER

State of Idaho
Department of Water Resources

RECEIVED

FEB 14 1977

ASSIGNMENT OF PERMIT

Department of Water Resources

I, Carl Williams, hereby assign to Jerry &/or Martha Overdorf
of Route 1, Box 236A, Pingree, Idaho 83262
Address

CHECK ONE



All my right, title, and interest in and to Permit No. 35-7220
to appropriate the public waters of the State of Idaho.



The following described portion of my right, title, and interest in and to Permit
No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 5th day of February, 19 77.

Carl Williams
Permit Holder

Martha Williams
Spouse of Permit Holder

State of Idaho)
County of Bingham) ss.

On this 5th day of February, 19 77, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

Thos J. Dance
Notary Public Residing at

#5 Blackfoot, Ida.

My commission expires:

Feb 1980

MICROFILMED

Identification No. 35 7220

Application No. _____

ASSIGNED TO: JERRY ~~or~~ MARTHA OVERDORF
2-14-1977 Rt. 1, Box 236A, STATE OF IDAHO
Pingree, ID

DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Carl Williams
post office address #9 1280 South Meridian, Blackfoot, Idaho 83221 Ph: 785-1213
2. Source of water supply Ground water which is a tributary of -
3. a. Location of point of diversion is SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4 Township 4S
Range 33E B.M. Bingham County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 0.26 for Irrigation purpose from April 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.03 for Domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 0.29 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Well, Pump, (1) One Mainline

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 8 inches; proposed depth of well is 80 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 3,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4 Township 4S
Range 33E B.M. by verbal conversation 4/5/72
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water one.
(5) If water is to be used for other purposes describe: _____

35 7220

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTALS
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4S	33E	4											13						13

Total number of acres to be irrigated 13

c. Describe any other water rights used for the same purposes as described above.

None

9. a. Who owns the property at the point of diversion Applicant

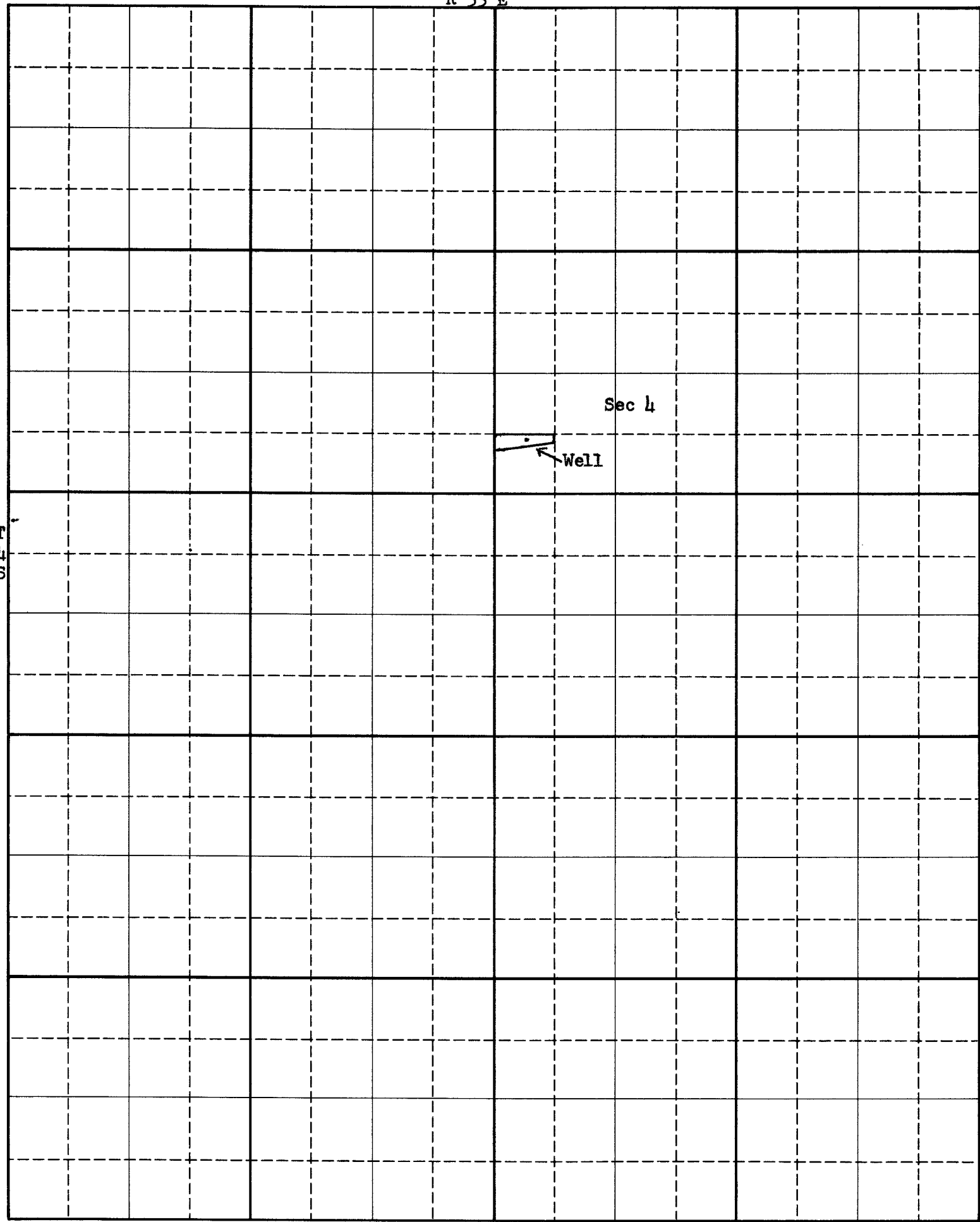
b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing -

10. Remarks

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

R 33 E



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Earl Williams
(Applicant)

IDAHO DEPARTMENT OF WATER ADMINISTRATION
EASTERN DISTRICT OFFICE
240 S. HOLMES
IDAHO FALLS, IDAHO 83401

35 7220

35 7220

Received by bj Date 4/5/72 Time 9:20 a.m.
Preliminary check by Hay Fee \$ 25⁰⁰
Receipted by bj Date 4/5/72 # 7277
Publication prepared by bj Date 4/5/72
Published in Blackfoot News, Blackfoot, ID
Publication dates 4/13&20/72
Publication approved CR Date 5-18-72
Priority reduced to 4-5-72 Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by JDE *CRB*

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 35-7220, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 19 77.
- c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this 6TH day of June, 19 72.

R. Keith Higgins
Director

DEPARTMENT OF WATER ADMINISTRATION

STAFF ANALYSIS

Application No. 35-7220 Name Carl Williams

Source Ground Water

Point of Diversion SW¹/₄SW¹/₄, Sec. 4, T. 4S, R. 33E, B.M., Bingham County

Quantity 0.26 cfs Use irrigation Period Apr. 1 to Nov. 1

Quantity 0.03 cfs Use domestic Period Jan. 1 to Dec. 31

Quantity Use Period

Well Size Diameter 8" Proposed Depth 80' Feet

Use Domestic purposes for one family; irrigation of 13 acres.

Date Forwarded Date Returned Received by

COMMENTS: Groundwater level declines have not been noted in this area (W.B. #24).

Static depth to water is less than 50 ft. Aquifer is Snake River Basalt. Yields
are usually good with little drawdown. Ground appears to be high, dry ground within
the Aberdeen-Springfield Canal District.

RECOMMENDED:

Applied: Qty. 0.26 cfs Use irrig. Period 4/1-11/1 AF/A 3.5 AF 45.6

Qty. 0.03 cfs Use dom. Period 1/1-12/31 AF/A --- AF 1

Qty. Use Period AF/A AF

Maximum: Qty. 0.26 cfs Use irrig. Period 4/1-11/1 AF/A 3.5 AF 45.6

Qty. 0.03 cfs Use dom. Period 1/1-12/31 AF/A --- AF 1

Qty. Use Period AF/A AF

ACTION: Approved X Denied

Conditions of approval or reason for denial: ---

By Title District Engineer

NORMAN C. YOUNG

Date 4/6/72

AFFIDAVIT of PUBLICATION

County of Bingham)
State of Idaho) ss.

I, Drury R. Brown do solemnly

swear that I am the publisher of The Blackfoot News which is a daily newspaper of general circulation published each day except Sunday at Blackfoot, Bingham County, Idaho, said newspaper having been so published at Blackfoot, aforesaid for more than one year past; that said newspaper heretofore complied with all the provisions of Chapter 154 of the Sessions Laws of Idaho of 1933, approved March 11, 1933, and duly designated, pursuant to law, a particular day of the week as the day on which legal notices required by law or by the order of any Court of competent jurisdiction within the State of Idaho shall be published to-wit: Friday of each week; that the notice attached hereto and which is a part of this affidavit and part of the proof of publication was, published in said

Friday issue of said newspaper 2..... consecutive weeks, the first publication having been made on the 27th day of April, 1972...

and the last publication having been made on the 4th day of May, 1972...; that said notice was published in the regular and entire issue of every number of the paper as aforesaid during the period and time of publication, and that notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me this 4th day of May, 1972...

Ray D. Doughton
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho
My commission expires
Nov. 10, 1972

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Carl Williams, 1280 South Meridian, Blackfoot, Idaho, has on April 5, 1972, submitted Application No. 35-7220 for a permit to appropriate 0.29 cubic feet per second of water from a ground-water source by means of well and pump within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 4S, R. 33E, B.M., Bingham County; to be used from Jan. 1 to Dec. 31 for domestic purposes for one family, and from Apr. 1 to Nov. 1 for the irrigation of 13 acres within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 4S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of this permit must be filed with the Idaho Department of Water Administration, 240 South Holmes, Idaho Falls, Idaho, 83401, on or before May 8, 1972.

R. KEITH HIGGINSON
Director

(3048)
Pub.: 4-27, 5-4

35 7220

December 13, 1979

Jerry & Martha Overdorf
Route # 1 Box 236 A
Pingree, Idaho 83262

Dear Mr. & Mrs. Overdorf,

RE: Permit No. 35-7220

Enclosed herewith is a copy of the water right license issued on the above referenced permit.

Also enclosed is a copy of the approved application for amendment along with receipt no. 15696 in the amount of \$ 20.00.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:mr

Enclosure

MICROFILMED

November 9, 1979

Re: Permit No. 35-7220

Jerry &/or Martha Overdorf
Route #1, Box 236A
Pingree, ID 83262

Dear Mr. & Mrs. Overdorf:

We have received the application for amendment along with the \$20.00 filing fee submitted for the above referenced permit.

However, this amendment has not been signed by either of you; therefore, we are returnigg both the amendment and filing fee to you.

Please submit the signed amendment and filing fee as soon as possible in order that this permit remain in good standing.

If you have any questions, please contact us.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:pb

Enclosures

October 15, 1979

Jerry &/or Martha Overdorf
Route 1 Box 236A
Pingree, Idaho 83262

Dear Mr. & Mrs. Overdorf,

RE: Permit No. 35-7220

On September 11, 1979, we forwarded an amendment to you to be completed to amend this permit to correspond with the findings of the field examiner so that we could issue this license.

As of this date, we have not received this amendment.

If we do not receive this amendment within fifteen (15) days, we will assume you no longer have any interest in this permit and cancellation proceedings will begin.

If you have any questions, please contact us.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:mr

MAILED 11 OCT 1979



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

September 11, 1979

Re: Permit No. 35-7220

Jerry &/or Martha Overdorf
Route #1, Box 236A
Pingree, ID 83262

Dear Mr. & Mrs. Overdorf:

A representative of this Department made an examination of the works covered by your Permit No. 35-7220 on June 1, 1977, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 0.29 cfs Source: groundwater

The maximum quantity diverted shall not exceed 46.7 acre feet
per year.

Point of diversion: SW $\frac{1}{4}$ SW $\frac{1}{4}$, (2 points), Sec. 4, Twp. 4S, Rge. 33E, B.M.

Beneficial use: Domestic use and irrigation of 13 acres within the
SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, Twp. 4S, Rge. 33E, B.M.

Priority date established: April 5, 1972

In order for the Department to issue the above license, it will be necessary for you to amend the permit to correspond with the findings of the field examiner. We are enclosing a partially completed amendment form for your use in this matter.

Please sign the amendment application and return it to this office along with a \$20.00 filing fee within 30 days in order that we might issue your license as set forth above. If you do not concur with these findings or have any questions, please contact us within the 30-day period.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw
Enclosure

MAILED
SEP 11 1979

DEPARTMENT OF WATER RESOURCES
FIELD REPORT

RECEIVED

JAN 27 1977

1. Name of permit holder Jerry & Martha Overdorf

Post office address Route 1, Box 236A, Pingree, ID 83262 Department of Water Resources
Phone 208-338-2622

Person to contact _____ Phone 684-4635

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 0.26 c.f.s. for Irrigation
AF/Annum (nature of use)

Period of Use: from Apr. 1 to Nv. 1
(mo.-day) inclusive (mo.-day)

Amount 0.03 c.f.s. for Domestic (1)
 AF/Annum (nature of use)

Period of Use: from Jan. 1 to Dec. 31
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

Permit No. 35-7220

Examination for b/u

4. Total amount to be appropriated:

Max Rate of Diversion 0.29 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion: (Proof lists two pts.)

Township 4S N/S, Range 33E E/W, B.M., Section 4, Subdivision SW $\frac{1}{4}$ SW $\frac{1}{4}$, Bingham
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____ County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County _____

Other Points of Diversions: _____

Description of diverting works: 80' well, 3/4 hp(domestic) 110' well, 7.5 hp (irrig.)

Measuring device required: yes ☐ no ☒

6. Lands to be irrigated or place of use.

[illegible]**TOTAL ACREAGE**

13

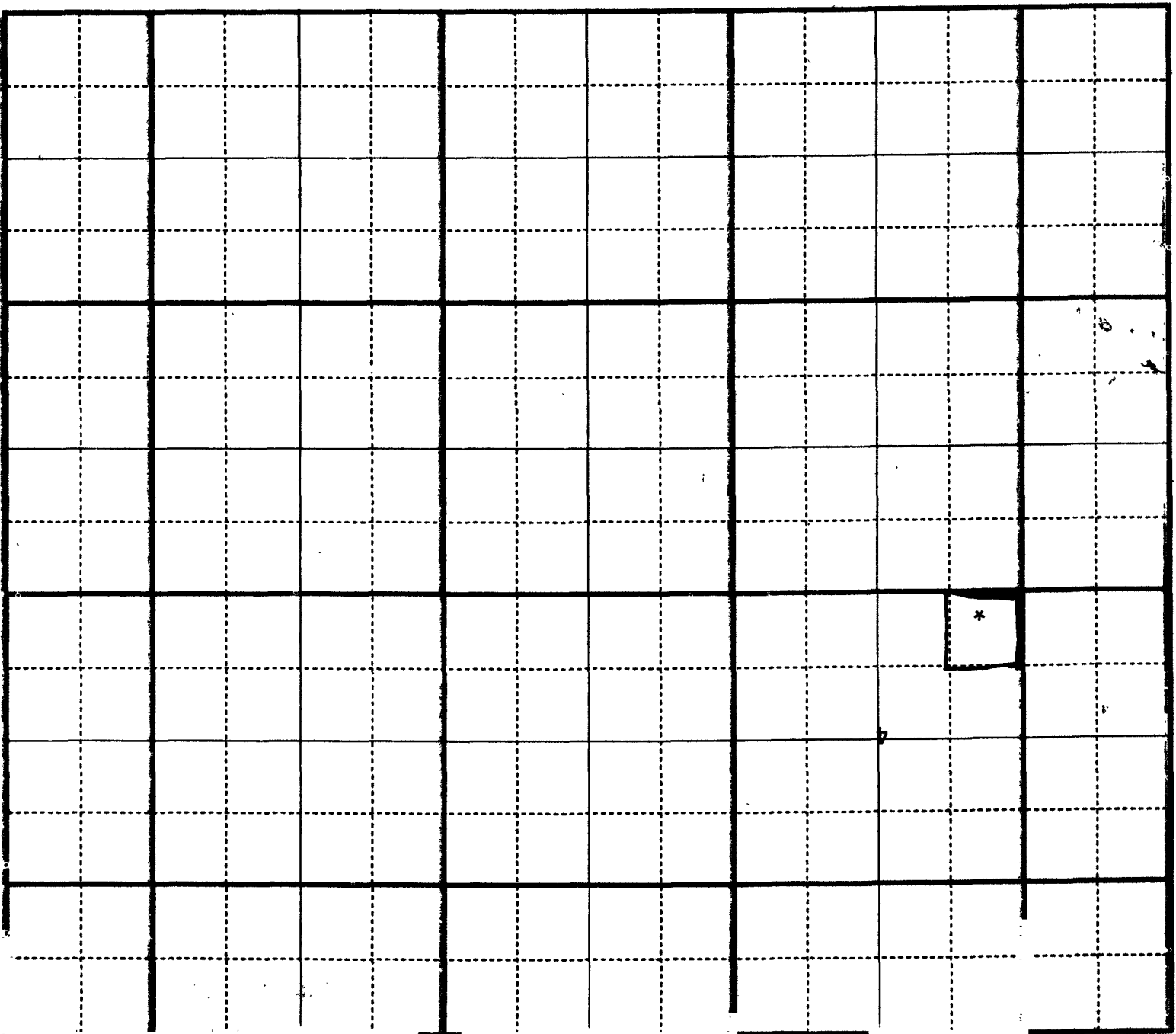
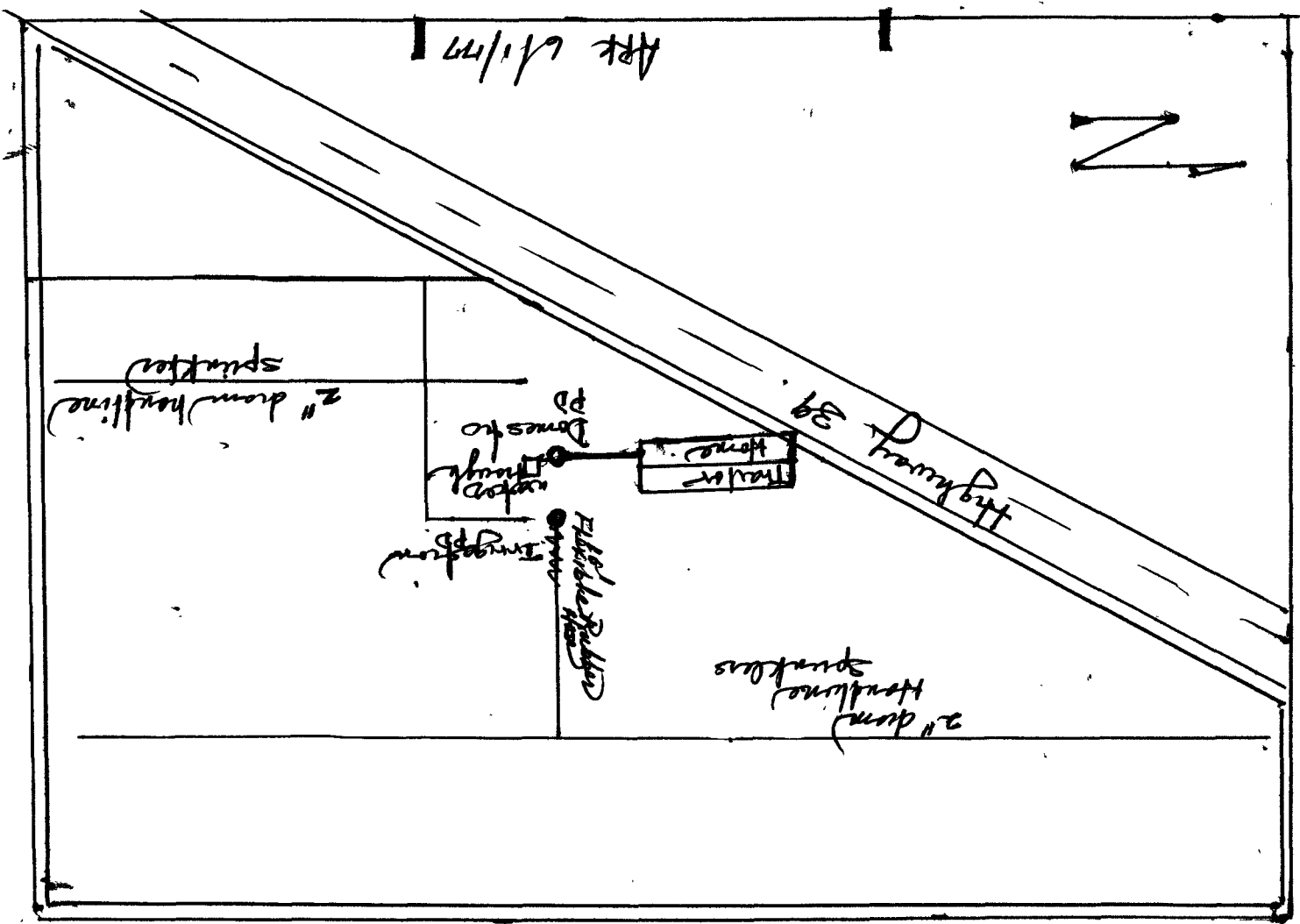


Diagram of System



DATE OF EXAM: 6/1/77

ACREAGE
Found: 13 ac
Recommended: 13 ac

Irrigation Requirement 3.5 Ac Ft/Ac

USE
Irrigation Q = .26 c.f.s. V = 45.50 Af/Ann. from April 1 to Nov 1
Domestic Q = .03 c.f.s. V = 1.20 Af/Ann. from Jan 1 to Dec 31
Livestock Q = c.f.s. V = Af/Ann. from to
Total .29 cfs V = 46.7 Af/Ann

Is water co-mingled? yes no X

Name source: n/a
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4 County

Exchange? yes no X

Name source exchanged with: n/a
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4 County

Point of injection: n/a
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4 County

Point of exchange: n/a
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4 County

Total Q measured: .36 cfs Method of measurement Pitot tube & theoretical

Total Q recommended: .29 cfs Meter No. n/a Type n/a Condition n/a

Total V recommended: 46.7 Af/Ann

Recommended Amendments:

P.D. Indicate an additional P.D. in the same location.
Place of Use
Other
None

MEASUREMENT CALCULATION:
Domestic well $Q = \frac{(.5)(.70)(8.814)}{(.50) + (.30)(2.308)} = .03 \text{ cfs}$ V = 1.20 Af/Ann.

Irrigation well - 149.21 gpm, 1 cfs / 448.8 = X / 149.21, X = .33 cfs

AKK 6/1/77 $V = 3.5 \times 13 = 45.5 \text{ Af/Ann}$ $215 \times 1.9835 \times .26 = 110.88 \text{ Af/Ann}$

SYSTEM DESCRIPTION:

Domestic well - 1.5 Hp submersed pump & Motor (Blond-Morris) phase 1
FD # 3852 - SG 3A, Pussara tank has a range of 30-50 psi.
Static water level at 50' or 100' deep well. 1.8" diam casing.
Irrigation well - 7.5 Hp Super 6 Berkeley submersed pump & motor # 282 702-207, Rating 100 gpm (phase-1, 12" casing).
Average is irrigated by a network of handline sprinklers - 2" diam.
REMARKS: Total of 33 nozzles of various diameter.

System shown & described by Mrs. Overdorf & Carl Williams. Overdorf = main farm chickens, 10 yearling calves, & 3 horses. See reverse side for Pitot tube determination data.

Examiner's Signature Anthony R. Kozlowski Date 6/1/77

Checked by Dennis R. Dunn Date 2/8/78

Approved by Date

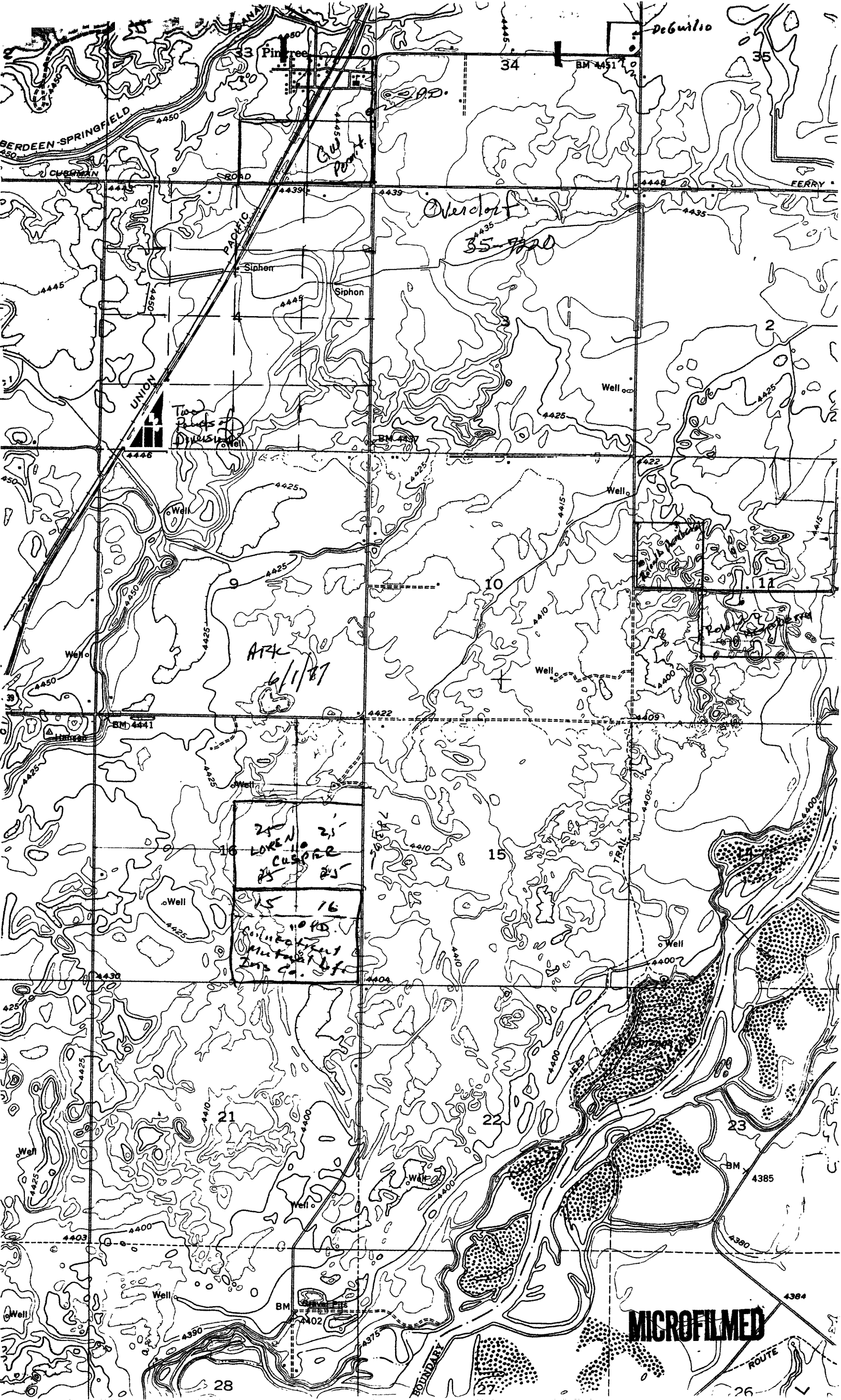
Pitot Tube Determination of Irrigation Q

	Pressure	Nozzle diam.	gpm
1)	39 psi	5/32"	4.49
2)	39 psi	9/64"	3.65
3)	39 psi	11/64"	5.40
4)	38 psi	5/32"	4.38
5)	38 psi	5/32"	4.38
6)	37 psi	5/32"	4.26
7)	40 psi	5/32"	4.61
8)	40 psi	5/32"	4.61
9)	40 psi	5/32"	4.61
10)	40 psi	5/32"	4.61
11)	40 psi	5/32"	4.61
12)	40 psi	5/32"	4.61
13)	40 psi	5/32"	4.61
14)	40 psi	5/32"	4.61
15)	40 psi	5/32"	4.61
16)	40 psi	5/32"	4.61
17)	38 psi	5/32"	4.38
18)	38 psi	5/32"	4.38
19)	38 psi	5/32"	4.38
20)	39 psi	5/32"	4.49
21)	39 psi	5/32"	4.49
22)	39 psi	5/32"	4.49
23)	39 psi	11/64"	5.40
24)	39 psi	5/32"	4.49
25)	39 psi	9/64"	3.65
26)	39 psi	5/32"	4.49
27)	39 psi	5/32"	4.49
28)	39 psi	5/32"	4.49
29)	39 psi	5/32"	4.49
30)	40 psi	5/32"	4.61
31)	40 psi	5/32"	4.61
32)	40 psi	5/32"	4.61
33)	40 psi	5/32"	4.61

Total gpm

= 149.21

.33 cfs.



February 15, 1977

Re: Permit No. 35-7220

Jerry &/or Martha Overdorf
Route 1, Box 236A
Pinegre, Idaho 83262

Dear Mr. & Mrs. Overdorf:

We acknowledge receipt of the assignment conveying the above referenced permit to you. The assignment has been recorded and the Department's records have been changed.

Sincerely,

JANICE RENK
Water Rights

jr

MICROFILMED



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

January 27, 1977

Re: Permit No. 35-7220

Jerry &/or Martha Overdorf
Route 1, Box 236A
Pingree, Idaho 83262

Dear Mr. & Mrs. Overdorf:

We have received the proof affidavit submitted in connection with the above referenced permit. However, we cannot accept the earnest money agreement for an assignment.

Enclosed is an assignment form for your use. Please have Mr. Williams assign this permit to you and we can begin processing the affidavit and may issue a license.

Sincerely,

JANICE RENK
Water Rights

Encl: Assignment form

cc: ✓ Carl Williams
No. 9, 1280 So. Meridian
Blackfoot, ID 83221

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720

Not for #9

Carl Williams
No. 9, 1280 So. Meridian
Blackfoot, ID 83221

RECEIVED
FEB 2 1977
Department of Water Resources

MICROFILMED

January 27, 1977

Re: Permit No. 35-7220

Jerry &/or Martha Overdorf:
Route 1, Box 236A
Pingree, Idaho 83262

Dear Mr. & Mrs. Overdorf:

We have received the proof affidavit submitted in connection with the above referenced permit. However, we cannot accept the earnest money agreement for an assignment.

Enclosed is an assignment form for your use. Please have Mr. Williams assign this permit to you and we can begin processing the affidavit and may issue a license.

Sincerely,

JANICE RENK
Water Rights

Encl: Assignment form

cc: Carl Williams

RECEIVED

JAN 24 1977

Department of Water Resources
Eastern District Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Identification No. _____

Permit No. 35-7220

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder Jerry &/or Martha Overdorf
b) Post Office Address Rt. #1, Box 236A, Pingree, Idaho
2. Permit Number 35-7220
3. Date of Priority that you are prepared to establish April 5, 1972
4. a) Source from which water was appropriated ground water
b) Location of the point of diversion: SW 1/4 SW 1/4, Section 4
Township 4S, Range 33E, Boise Meridian, Other points of diversion: (2 points)
5. a) The amount of water and use to which the water has been applied:
Amount 0.26 for Irrigation purposes from Apr. 1 to Nov. 1 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount 0.03 for Domestic purposes from Jan. 1 to Dec. 31 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 0.29 cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Theoretical calculations
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use:

b) Describe the agreement or understanding by which you take water from the works: _____

7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 80' well, 3/4 Hp. (domestic), 110' well, 7.5 Hp (irrigation)

b) Describe the type and size of measuring device which you have installed at your point of diversion: None

c) Give well driller's name and address and the date the well was completed: Unknown

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: Domestic SW 1/4 SW 1/4, Sec. 4, T. 4S, R. 33E

1/26/77

[illegible]

Jerry L Overdorf
(Signature)

My commission expires 2/14/78



EARNEST MONEY AGREEMENT

Form No. RE-21

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF:

Blackfoot, IDAHO, May 17, 1975

JERRY OVERDORF and MARTHA OVERDORF, husband and wife

herein called "Buyer," the sum of TWO HUNDRED AND NO/100 (\$200.00) Dollars in the form of cash paid to the broker as earnest money and in part payment of the purchase price for the following property:

situate in Bingham County, Idaho. That portion of Lot 15 of Liberty Acres Plat, according to the Plat recorded in Book 3 of Plats, Page 66, lying S. and E. of the right-of-way of the State Highway, situated in the SW 1/4 of Section 4, T. 4 S., R. 33 E. B.M., EXCEPT road right-of-way along the S. 25 feet thereof. (If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection, on the terms and conditions herein provided for; and agrees to give the seller 5 days, from this date, to accept said terms and conditions during which time the offer shall not be revocable.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, all water and water rights, ditches, and ditch rights appurtenant thereto, and subject to the assessments therein, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

65 foot by 12 foot Marlette mobile home, case tractor, disc, hay chopper, grain drill, hog feeders and miscellaneous farm equipment presently located on said property except camp trailer, deep freeze, and an old 1936 truck.

Twenty five thousand and NO/100 (\$25,000.00) Dollars and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

\$24,000.00 in cash on or before June 13th, 1975 and the remaining sum of \$1,000.00 together with interest thereon at 9% per annum from June 13th, 1975 to be evidenced by a promissory note and secured by a second deed of trust which shall be due December 13th, 1975. The 1975 taxes to be paid by the buyers and the sellers shall be reimbursed for the cost of seed for planting the grain.

Department of Water Resources

(Description continued) Together with all water rights and pump and sprinkling equipment appurtenant thereto.

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and interest shall be prorated as of possession date, which shall be on or before

June 13, 1975 and as above specified.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: BUYER: [Signature] 765 BORANZA IDAHO (Address) 3201
By: BUYER: [Signature] Phone: 2-1501

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker's commission

the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that one-half the earnest money shall be retained by the broker, provided the amount to the broker does not exceed the agreed upon commission due, and the balance shall be paid to the undersigned Seller.

Dated May 17, 1975 SELLER: [Signature]

STATE OF IDAHO, COUNTY OF Bingham ss. SELLER: [Signature]

On this 28 day of July, 1975, before me, a Notary Public in and for said State, personally appeared CARL WILLIAMS and MALETA WILLIAMS, husband and wife,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

FIRST AMERICAN

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorney's fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in Schedule B or in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority.

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A, B, and C are hereby made a part of this policy.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date shown in Schedule A.

COUNTERSIGNED:

THE BINGHAM TITLE & TRUST CO.

Dorothy Underwood
Title Officer

SEPTEMBER 24,

1965

CALIFORNIA

First American Title Insurance Company

BY

J. J. Kennedy

PRESIDENT

ATTEST

John Lutz Jr.

SECRETARY

B 456882

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$_____

Amount \$25,000.00

Policy No. B-456852
Order No. 15733

Effective Date July 17, 1975 at 9:00

Insured

JERRY L. OVERDORF and MARTHA OVERDORF, husband and wife.

1. Title to the estate or interest covered by this policy at the date hereof is vested in:
JERRY L. OVERDORF and MARTHA OVERDORF, husband and wife.

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is:
A fee simple.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Part Two:

1. Taxes for 1975 are an accruing lien, not yet due and payable.
2. Levies and assessments of Aberdeen-Springfield Canal Company.
3. Provisions in deed to State of Idaho, recorded July 2, 1954, as Instrument No. 37103, records of said County, substantially as follows: No buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the highway, and no billboards or other advertising signs will be permitted closer than 100 feet from said highway, excepting signs pertaining to business established on land adjacent to the highway.
- 3.01 There is granted hereby an easement adjacent to said real property for relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway to be constructed on said real property, by instrument noted in paragraph above.
4. Deed of Trust dated June 25, 1975, between Jerry L. Overdorf and Martha Overdorf, husband and wife, as Grantor, and The Bingham Title and Trust Co., an Idaho Corporation, as Trustee, and Idaho Central Credit Union, as Beneficiary, to secure the payment of \$17,309.16 and interest; recorded June 26, 1975 as Instrument No. 202358, records of said County.
5. Deed of Trust dated June 25, 1975, between Jerry L. Overdorf and Martha Overdorf, husband and wife, as Grantor, and The Bingham Title and Trust Co., an Idaho corporation, as Trustee, and Carl Williams and Maleta Williams, husband and wife, as Beneficiary, to secure the payment of \$9,600.00 and interest; recorded June 26, 1975, as Instrument No. 202359, records of said County.

June 16, 1972

RE: Permit No. 35 7220

Carl Williams
#9 1280 South Meridian,
Blackfoot, Idaho 83221

Dear Mr. Williams:

Enclosed is a copy of your approved Application for Permit No. 35 7220 . We direct your attention to the conditions of approval as listed on the fourth page.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF: cr

Enclosure

bcc: Eastern District Office
Idaho Falls, Idaho

35 7220

May 10, 1972

Re: Application No. 35-7220 - Carl Williams
35-7221 - H. Alan Funk

Blackfoot News
P.O. Box 70
Blackfoot, ID 83221

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with each of the above referenced applications. The legal notices were to have been published in your newspaper on April 13 and 20, 1972.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

Bobbie Albertson
For NORMAN C. YOUNG
District Engineer

NCY:BA

35 7220

CONVERSATION MEMORANDUM

DATE

4-20-72

FILE

~~35-7220~~ Williams
~~35-7221~~ - Junk

NAME OF PARTY

Blackfoot News

EMPLOYEE

Bessie Johnson

Department of Water Administration

RE:

Applications 35-7220 + 35-7221 were to have
been published on April 13 + 20. Blackfoot
News called this day and indicated they had
inadvertently left these two ads out of the
April 20 issue. Advertising dates are
now April 13 + 27 with May 8 as last
date of print.

Bj.

25 7220

April 5, 1972

Re: Application No. 35-7220 - Carl Williams

The Blackfoot News
P.O. Box 70
Blackfoot, ID 83221

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for our review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Norman C. Young
District Engineer

NCY:BJ
Enc: Legal notice

35 7220

Bill submitted 5-18-72 - cr

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Carl Williams, 1280 South Meridian, Blackfoot,
Idaho

has on April 5, 1972 submitted Application No. 35-7220
for a permit to appropriate 0.29 cubic feet per second ~~acre feet per annum~~
of water from a ground-water source
by means of well and pump
within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 4S, R. 33E, B.M., Bingham County;

to be used from Jan. 1 to Dec. 31 for domestic purposes for one family, and
from Apr. 1 to Nov. 1 for the irrigation of 13 acres, within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4,
~~XXX~~ T. 4S, R. 33E, B.M.
for

~~XXXXXXXXXXXXX~~
within the

If issued, this permit will be subject to all prior water rights. Protests
against the granting of this permit must be filed with the Idaho Department of
Water Administration, 240 South Holmes, Idaho Falls, Idaho, 83401, on or before
May 1, 1972.

R. KEITH HIGGINSON

Director

Published in the Blackfoot News, Blackfoot, Idaho
on April 13 and 20, 1972.

35 7220

Ney